

EXHIBIT



**sue your
dealer**
A LAW FIRM

P: 954.321.0507
F: 954.697.0357
W: www.sueyourdealer.com
E: josh@sueyourdealer.com

CARSTRADA, INC.

6023 Hollywood Boulevard
Hollywood, FL 33024

VIA USPS PRIORITY MAIL: 9405503699300492248040

February 27, 2023

Re: Consumer: **MORGAN M. SACCONE**
Vehicle: 2019 Honda HR-V
VIN: 3CZRU5H77KM718777

NOTICE OF REVOCATION OF ACCEPTANCE
U.C.C. § 2-608 and Fla. Stat. § 672.608

To Whom It May Concern:

As you are aware, this Firm represents MORGAN M. SACCONE (hereinafter the "**Plaintiff**") regarding claims against the above referenced entities, arising under the Uniform Commercial Code ("**U.C.C.**") § 2-608 and Fla. Stat. § 672.608 from the purchase of the above referenced vehicle ("Vehicle").

On or about November 29, 2022, Plaintiff purchased the Vehicle from Dealer and executed a Retail Installment Sales Contract ("**RISC**"). See Exhibit A. Plaintiff paid all necessary down-payment amounts required under the RISC and otherwise complied with all relevant terms.

During the course of the negotiations for the Vehicle, Plaintiff was induced by the Dealer to purchase the Vehicle by their express representations that the Vehicle was in excellent mechanical condition and was not involved in any prior accidents. At no point in time did Dealer affirmatively represent that the Vehicle was previously declared a total loss and had sustained significant subskin and frame damage.

Since purchasing the Vehicle, the Plaintiff has discovered that the same has sustained undisclosed prior damage which was known to or should have been known by the Dealership. In addition, the Vehicle was previously declared a total loss. Both of the above substantial non-conformities were not readily apparent to the Plaintiff at the time she accepted the Vehicle.



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Since purchasing the Vehicle, the Plaintiff has discovered that the same has sustained undisclosed prior damage which was known to or should have been known by the Dealership. In addition, the Vehicle was previously declared a total loss. Both of the above substantial non-conformities were not readily apparent to the Plaintiff at the time she accepted the Vehicle.

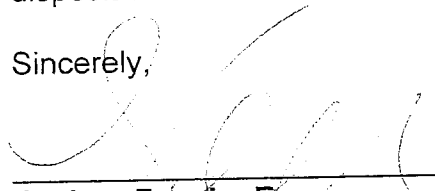


P: 954.321.0507
F: 954.697.0357
W: www.sueyourdealer.com
E: josh@sueyourdealer.com

In light of the above, please accept this Notice of the Plaintiff's formal revocation of acceptance of the Vehicle pursuant to U.C.C. § 2-608 and Fla. Stat. § 672.608.

Please advise of a suitable date and time that the Plaintiff may return the Vehicle to your possession. Note that should we not receive a response within fifteen (15) days of receipt of this Notice, we shall presume that you have refused to send instructions as to the disposition of the Vehicle and the Plaintiff shall proceed to dispose of same.

Sincerely,

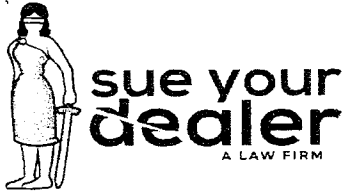


Joshua Feygin, Esq.

1930 Harrison Street Suite 208F
Hollywood, FL 33020
T. 954-228-5674
F. 954-697-0357
E. Josh@sueyourdealer.com
www.sueyourdealer.com

C/c:

MORGAN M. SACCONI
131 S Federal Highway, Apt 621
Boca Raton, FL 33432



P: 954.321.0507
F: 954.697.0357
W: www.sueyourdealer.com
E: josh@sueyourdealer.com

In light of the above, please accept this Notice of the Plaintiff's formal revocation of acceptance of the Vehicle pursuant to U.C.C. § 2-608 and Fla. Stat. § 672.608.

Please advise of a suitable date and time that the Plaintiff may return the Vehicle to your possession. Note that should we not receive a response within fifteen (15) days of receipt of this Notice, we shall presume that you have refused to send instructions as to the disposition of the Vehicle and the Plaintiff shall proceed to dispose of same.

Sincerely,

Joshua Feygin, Esq.

1930 Harrison Street Suite 208F
Hollywood, FL 33020
T. 954-228-5674
F. 954-697-0357
E. Josh@sueyourdealer.com
www.sueyourdealer.com

C/c:

MORGAN M. SACCONI
131 S Federal Highway, Apt 621
Boca Raton, FL 33432

EXHIBIT

THE LAW OFFICE OF STEPHANIE M. JOHNSON, P.A.

ATTORNEY AT LAW

P.O. BOX 1064

ODESSA, FL 33556

(813) 733-8231

FACSIMILE (813) 592-9018

Stephanie M. Johnson
Direct dial: 813-733-8231
sjohnson@johnson-lawoffice.com

May 1, 2023

VIA U.S. MAIL

Joshua Feygin, Esq.
Sue Your Dealer
1930 Harrison Street, Suite 208
Hollywood, FL 33020

RE: Surety: Hudson Insurance Company
Principal: Carstrada, Inc.
Claimant: Morgan M. Saccone
Bond No.: 60007183
Claim No.: BEX-0000166

Mr. Feygin:

As you know, this firm represents Hudson Insurance Company which issued a statutory motor vehicle dealer bond with Carstrada, Inc., as principal. Enclosed please find check no. 121497 in the amount of \$8,240.00, which satisfies Ms. Saccone's claim against the Bond.

Hudson reserves and preserves any rights, defenses and claims it may have under the Bond, at law and in equity. Nothing herein shall be construed as an admission or waiver of those rights, defenses and claims.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Stephanie M. Johnson

Stephanie M. Johnson
Attorney at Law

Enclosure

Hudson Insurance Company
Attention: Treasury Department
100 William Street, 5th Floor
New York, NY 10038

EXHIBIT



Page 1 of 1

0114605 01 RE 0.531 **AUTO TB 0 6079 33556-103564

-P14619 C07

Check Date: 04/24/23

Check No.: 0000121497

Check Amount: \$8,240.00



Joshua Feygin Trust Account
C/O The Law Office of Stephanie M. Johns
P.O. Box 1064
Odessa FL 33556-1036

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
04/24/2023	N/A	Payment BEX-0000166- Saccone	\$0.00	\$0.00	\$8,240.00
		TOTAL	\$8,240.00	\$0.00	\$8,240.00

11/29/2022 Affinity Insurance Services /Occ Benefit BEX-0000166
60007183 CARSTRADA, INC.



RE0114605-0001_01 0001 6079-0014605 (F24S)

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK # 0000121497 ATTACHED BELOW



Hudson Insurance Company
Attention: Treasury Department
100 William Street, 5th Floor
New York, NY 10038

62-20
311

CHECK NO.: 0000121497

CHECK DATE: 04/24/2023

Eight Thousand Two Hundred Forty and 00/100 Dollars

PAY TO THE
ORDER OF

Joshua Feygin Trust Account
C/O The Law Office of Stephanie M. Johns
P.O. Box 1064
Odessa FL 33556

*****\$8,240.00

VOID AFTER 6 MONTHS

Null of
AUTHORIZED SIGNATURE

CITIBANK N.A.
ONE PENNS WAY, NEW CASTLE, DE 19720

⑈0000121497⑈ ⑈031100209⑈

38704943⑈

EXHIBIT

CARSTRADA INC
6023 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33024

7726

63-751/631 11049

Date

4/20/23

Pay to the
Order of

HUDSON INSURANCE COMPANY

\$ 8,240⁰⁰/₁₀₀

EIGHT THOUSAND TWO HUNDRED DOLLARS



Wells Fargo Bank, N.A.
Florida
wellsfargo.com

MOLAN M. SKEAT

APPROVED
BY
SIGNATURE

6023 HOLLYWOOD BLVD. HOLLYWOOD, FL 33024

⑈0000007726⑈ ⑆063107513⑆ 2000034439153⑈

AP

Security Features Included

Printed on Recycled Paper

EXHIBIT

Sales Dep

Re: Morgan M Saccone 2019 Honda HR-V

Mar 24, 2023 at 1:14:01 PM

sjohnson@johnson-iawoffice.com

Please let me know when your client will return the

Car 2019 Honda HRV to Carstrada

And I will issues full refund for down payment

And I will pay off the loan with Westlake Financial services. Also I will pay 500.00

representing the

FDUTPA Statutory Surcharge

Thank you

Val Sigal

Carstrada Inc

03-24-2023

EXHIBIT

RELEASE AND ASSIGNMENT

In consideration of the payment of Eight Thousand Two Hundred Forty Dollars and No Cents (\$8,240.00) by Hudson Insurance Company ("Hudson") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Morgan M. Saccone ("Saccone") hereby releases and forever discharges Hudson, its officers, directors, employees, agents, successors and assigns, from any and all loss, liability, claim, lien, and demand, known or unknown, that Saccone had, now has or will ever have whether known or unknown relating to the transaction for a 2019 Honda HR-V VIN: 3CZRU5H77KM718777 with Carstrada, Inc. ("Carstrada") and the Motor Vehicle Dealer Bond No. 60007183, for the 2022-2023 Bond Effective Period (the "Bond") issued by Hudson Insurance Company with Carstrada as Principal. This is not a release of Carstrada.

In further consideration of the foregoing, Saccone hereby irrevocably assigns, transfers and sets over to Hudson, its successors and assigns, all of her right, title and interest in and to her claim against the Bond.

Dated: 4/28/2023

Morgan M. Saccone

Signature: Morgan Saccone

Print: Morgan Saccone

EXHIBIT

~~*Admitted to practice in Florida, Vermont and Washington D.C.~~

NO CLIENT RELATIONSHIP: Communication with an attorney or staff member at Joshua Feygin, PLLC does not by itself create an attorney-client relationship or constitute the provision or receipt of legal advice. Any communication from this law firm should be considered informational only, and should not be relied or acted upon until a formal attorney-client relationship is established by formal written agreement.

On Fri, Mar 17, 2023, 2:05 PM Sales Dep <carstrada@gmail.com> wrote:
Please be advise that your client can bring
Me the Car 2019 Honda HRV any time
And I will give her refund for Down payment
And I will pay off the Loan with Westlake Financial
Services as soon as the car will be in my possession.
I always try to keep my customers Happy.
Your Client never ask me to take the car back
So I will not Offer anything
I will give her full refund and I will pay off the loan

Val Sigal
Carstrada Inc
Tel. 954 261 2401
03-17-2023

Sent from my iPhone

On Mar 14, 2023, at 11:00 AM, Sales Dep <carstrada@gmail.com> wrote:

When is the deadline to send my response?

EXHIBIT

From: Sales Dep carstrada@gmail.com
Subject: Fwd: Morgan M Saccone 2019 Honda HR-V
Date: May 23, 2023 at 10:31:14 PM
To: John Schwartz jschwartz@westlakefinancial.com

To: sjohnson@johnson-lawoffice.com
Subject: Fwd: Morgan M Saccone 2019 Honda HR-V

Sent from my iPhone

Begin forwarded message:

From: JOSHUA FEYGIN <josh@sueyourdealer.com>
Date: March 17, 2023 at 2:13:19 PM EDT
To: Sales Dep <carstrada@gmail.com>
Subject: Re: Morgan M Saccone 2019 Honda HR-V

I will convey your offer with the recommendation it be rejected. I will provide her response, if any.

Sent from a mobile device using voice dictation. Please excuse any typos.

Joshua Feygin, Esq.*
P: 954.228.5674
F: 954.697.0357
A: 1930 Harrison Street
Suite 208F
Hollywood, FL 33020
(Note: By Appointment Only)
W: www.jfeyginesq.com
E: josh@jfeyginesq.com

EXHIBIT

12:29

5G+

< All Inboxes

^ v



CarGurus Customer Lead

11/29/22

To: Carstrada Sales Dep >

Lead Submission from CarGurus

CarGurus

Please reply back to consumer using contact information below.

Lead Submission from CarGurus

Contact

First Name: Morgan
Last Name: Saccone
Email: Msaccone39@gmail.com
Telephone: (508) 369-0490
ZIP code: 33432

Comments

I am interested in your 2019 Honda HR-V EX-L FWD. You can reach me by email at Msaccone39@gmail.com or phone at (508) 369-0490. Thank you! (CarGurus IMV: \$24,335 / Deal Rating: Great Deal / Is From Shippable Listing: No)

Listing

VIN: 3CZRU5H77KM718777
Vehicle: 2019 Honda HR-V EX-L FWD
Stock Number: 718777
Listed Price: \$19,999
CarGurus Instant Market Value: \$4,336 Below CarGurus IMV of \$24,335
CarGurus Rating: Great Deal
Is From Shippable Listing: No
[View Listing on CarGurus](#)



EXIB1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-60782-CIV-SINGHAL

MORGAN M SACCONI,

Plaintiff,

v.

CARSTRADA, INC., and WESTLAKE
SERVICES, LLC, d/b/a WESTLAKE
FINANCIAL SERVICES,

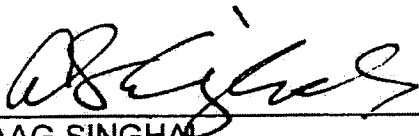
Defendants.

ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE came before the Court on the Joint Stipulation for Dismissal with Prejudice filed on behalf of Plaintiff and Defendant Westlake Services, LLC (DE [48]). The Court having reviewed the Stipulation for Dismissal and the docket, it is hereby

ORDERED AND ADJUDGED that the claims against Westlake Services, LLC, are **DISMISSED WITH PREJUDICE**. Each party shall bear its own attorneys' fees and costs. The Court retains jurisdiction to enforce the terms of the Settlement Agreement. The case remains open as to Carstrada, Inc., and Plaintiff's Motion for Default Judgment or Notice of Voluntary Dismissal of Carstrada is due by **FEBRUARY 26, 2024**. See Order (DE [46]).

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 26th day of February 2024.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies to counsel of record via CM/ECF

EXHIBIT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-60782-CIV-SINGHAL

MORGAN M. SACCONI,

Plaintiff,

v.

CARSTRADA, INC., *et al.*

Defendants.

ORDER

THIS CAUSE is before the Court upon Plaintiff Morgan M. Saccone's ("Saccone") Motion for Entry of Final Default Judgment against Defendant Carstrada, Inc. (DE [50]). A Clerk's Default was entered against Carstrada, Inc. on July 28, 2023. (DE [22]). Saccone filed the present motion on February 26, 2024, and no response in opposition has been filed. The matter is now ripe for review.

"A court must review the sufficiency of the complaint before determining whether a moving party is entitled to default judgment pursuant to Rule 55(b)." *Tan v. Sushi Yama Japanese Rest., Inc.*, 2020 WL 6293216, at *1 (S.D. Fla. Aug. 4, 2020), *Tan v. Sushi Yama Japanese Rest., Inc.*, 2020 WL 6293216, at *1 (S.D. Fla. Aug. 4, 2020), *report and recommendation adopted*, 2020 WL 6290345 (S.D. Fla. Oct. 27, 2020) (citing *United States v. Kahn*, 164 Fed. Appx. 855, 858 (11th Cir. 2006)). "The effect of a default judgment is that the defendant admits the plaintiff's well-pleaded allegations of fact, is concluded on those facts by the judgment and is barred from contesting on appeal the facts thus established." *Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987) (internal quotation and citation omitted). "If the admitted facts are sufficient to establish liability, the court must then ascertain the appropriate amount of damages and enter final judgment in that amount." *Tan*, 2020 WL 6293216, at * 1 (internal citations omitted).

The Court has reviewed the Motion for Final Default Judgment and the accompanying affidavits and exhibits (DE [50]), along with the Complaint (DE [1]) and the exhibits attached thereto. Saccone alleges she purchased a used automobile from Carstrada, Inc., a licensed automobile dealer. Carstrada's salesperson told her that the 2019 Honda HR-V was in excellent mechanical condition and was free of any structural or sub-skin damage.

Saccone executed a buyer's order for the vehicle and paid a \$4,000 cash deposit and made a \$4,000 trade in. (DE [1-5] and [50-1]). She financed the remainder of the purchase price. Carstrada did not provide Saccone with the actual title certificate for the vehicle for examination and signature as required by 49 U.S.C. § 32705 and 49 C.F.R. § 580.5. Unbeknownst to Saccone, and known by Carstrada, the vehicle had previously been involved in a total loss accident in Texas and purchased by the insurance carrier in the course of a total loss settlement.

Following the purchase, Saccone noticed substantial problems with the vehicle and obtained a Carfax report, which revealed that the vehicle had been involved in a total loss accident in Texas. Had Saccone knew the true facts about the vehicle at the time of purchase, she would not have purchased the vehicle. Saccone sued Carstrada for violation of the Federal Odometer Act, common law fraud, and negligent misrepresentation.

"The Odometer Act allows private parties to recover money damages from those that violate its provisions with the intent to defraud: 'A person that violates this chapter or a regulation prescribed or order issued under this chapter, with intent to defraud, is liable for 3 times the actual damages or \$[10,000], whichever is greater.'" *Owens v. Samkle Auto. Inc.*, 425 F.3d 1318, 1321 (11th Cir. 2005) (quoting 49 U.S.C. § 32710(a) (2005)).

It is a violation of the Odometer Act to manipulate title procedures to hide the vehicle's prior owner. *Yazzie v. Amigo Chevrolet, Inc.*, 189 F. Supp. 2d 1245, 1248-49 (D.N.M. 2001). "The identity of former owners, of critical import to the consumer, is also critical to law enforcement, who rely on the chain of title to ascertain the true ownership and mileage of a vehicle." *Owens*, 425 F.3d at 1324.

The elements of common law fraud in Florida are: "(1) a false statement concerning a material fact; (2) knowledge by the person making the statement that the representation is false; (3) the intent by the person making the statement that the representation will induce another to act on it; and (4) reliance on the representation to the injury of the other party." *Lance v. Wade*, 457 So. 2d 1008, 1011 (Fla. 1984).

Taking the allegations of the Complaint as true, and as supported by Saccone's Declaration, Saccone has established that Carstrada, Inc., has violated the Odometer Act with intent to defraud and committed common law fraud.

The Court must next determine the amount of damages. Rule 55 authorizes the court to hold a hearing when necessary to determine the amount of damages, but a damages hearing is not required in every case. *Giovanno v. Fabec*, 804 F.3d 1361, 1366 (11th Cir. 2015). "The district court may forego a hearing 'where all essential evidence is already of record.'" *Id.* (citing *Lary v. Trinity Physician Fin. & Ins. Servs.*, 780 F.3d 1101, 1106 (11th Cir.2015)). Saccone has submitted a Declaration (DE [50-1]) that documents each element of damages sought by Saccone. She has established actual damages in the amount of \$8,000. The Odometer Act provides for treble actual damages. 49 U.S.C. § 32710(a). The Court concludes, therefore, that a hearing is not necessary to establish the amount of damages and that Saccone is entitled to treble damages in the amount of \$24,000 against Carstrada, Inc.

EXHIBIT

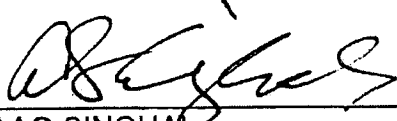
Saccone also requests an award of attorney's fees and costs. Pursuant to 49 U.S.C. § 32710(b), she is entitled to recover reasonable attorney's fees and costs upon entry of judgment in her favor.

For the reasons set forth above, it is hereby

ORDERED AND ADJUDGED that Plaintiff's Motion for Default Judgment (DE [50]) is **GRANTED**. A separate Default Final Judgment will be entered against Defendant, Carstrada, Inc., on Plaintiff's claim in the amount of \$24,000. The Court will retain jurisdiction to award attorney's fees and costs. The Clerk of Court is directed to **CLOSE** this case and **DENY AS MOOT** any pending motions.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 6th day of March 2024.

Copies furnished counsel via CM/ECF



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE